1:Franken et al M, G-5 (ca. 1913-1958) 1960
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ily found out that Jayaprana's patience was by this time exhausted. He loosed a stream of events which were clearly to be interpreted as omens.

The *desa* elder who felt least inclined towards the cremation was punished with sickness in his family. A special sign was that villagers stumbled and fell time and again. A fisherman from western Bali came to tell of a vision in which Jayaprana had commanded that he must be cremated. And so forth.

Thereupon it was resolved to consult the *balian* of Bakung. Eight of the elders were delegated. They concealed the reason for their journey from the *balian*, and when he had gone into a trance they carried on the following conversation with Jayaprana:

QUESTION: Who are you?
ANSWER: I am not saying my name.
QUESTION: How then can we know who you are?
ANSWER: I am always at your festivals, at the *arja* and the *sandiwara*.
QUESTION: Are you then Jayaprana?
ANSWER: Yes. I know that you are poor, but you must provide for me. Have no anxiety about the expense. I am sending you what you need.

This conversation convinced all the *desa* elders except one, who said he would rather think of his own cremation obligations. However, when he arrived home he was punished, for a dog bit his child, with fatal results. With this the last objection disappeared.

In order not to be dependent on the *balian*, however, it was decided to have the date of the cremation determined by a fellow-villager who was a deaf-mute. He could not be enlightened by anyone but Jayaprana himself, and he decided on 12 August as the date.

As helpers for the *desa* elders the *pĕtang-dasa* were appointed: forty young men who wore as a badge a white headband and who had to be available day and night to perform tasks.

Without any notion of the size the festival would soon acquire, the people tried to borrow money from the credit bank. Before the bank had granted the loan, however, it became apparent that

1:Franken et al M, G-5 (ca. 1913-1948)1960
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it would be superfluous because of the help that turned up from elsewhere.

Not only did Jayaprana see to all the necessaries, but he also gave constant guidance to the festival by means of trances. As a result the influence of the *pĕdandas* was limited. They performed their ceremonies according to the prescripts, but they could not keep the festival within the bounds of an ordinary cremation. In this case they accepted without protest the fact that the festivities ultimately resulted in serious caste violations.

THE FOUR CEREMONIES

It was formally announced by the *desa* that the four following ceremonies would be held: (*a*) 1 August, 1949 – the 'awakening' of the dead person (the procession to Chĕluk Tĕrima to open the grave and remove the remains); (*b*) 6 August – the purification; (*c*) 11 August – the homage; (*d*) 12 August – the cremation.

Before relating something of these four ceremonies a description may be given of the site where the three last-mentioned ceremonies were held.

Several buildings were erected in the centre of the village, where there is a large cockpit. Everything was completely covered with paper and cotton cloth so that the assembly of temporary buildings was totally white.

The tower in which the *adĕgan*, the effigy of the dead person, was to be borne to the place of cremation had seven roofs, which is a caste privilege.[9] In addition a *padmasana* – the lotus-seat on which *pĕdandas* are carried to the place of cremation – was built.[10]

The cockpit was extended to provide a large covered space where the guests could deposit their offerings and where at the same time they could stay themselves. A kind of chapel consisting of three parts was built next to it. The offerings for the demons were placed on the ground at the chapel's unroofed entrance, where the small elevated bamboo platform from which the *pĕdanda* directed his prayers also stood. Then there was a covered part of the chapel in which those who had tendered their offerings worshipped and received holy water. This second part of the chapel adjoined

1:Franken et al M, G-5 (ca. 1913-1948)1960
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doits. The three *klihans* also direct the three important agrarian offerings: when the paddy is a month old, when it is almost ready to be harvested, and when the *nini*, the rice mother, is celebrated. The income of the *sĕkaha toya* consists primarily of fines, interest on money lent out, and *pĕngohot*. The monthly interest on money lent amounts to three doits per two hundred if a pawn is provided (to be sold if the money is not repaid), and six doits per two hundred when there is no such pawn. The *pĕngohot* is paid by members who use the irrigation water without helping to maintain the weir and the conduits. Since the *sĕkaha toya* is a voluntary association and *pĕnyakaps* are not obliged to become members, there are also people who have to pay for the use of water. This payment is made in rice, and amounts to twice the amount of paddy needed to seed the plot irrigated. The officials do not enjoy a larger share of the water, as they do elsewhere on Bali,[8] but only extra portions of the offering foods.

The task of the *klihans* of the *sĕkaha charik* consists merely of supervising the turning in of the shares of rice coming to the members of their associations. Their incomes consist of one sheaf of paddy per *tĕnah* (a unit of land planted from one handful of seedlings, roughly an acre) harvested, which sheaves are left in the field for them.

PATUS ASSOCIATIONS

The chief task of the southern Balinese *banjar* consists in the organization of cremations, with the members being required to perform certain services and make certain contributions (*patus*). In various parts of Karangasĕm, however, the term *patus* connotes all sorts of contributions, including those on such occasions as tooth-filing and marriage. In any number of Karangasĕm *banjars* persons who cremate their dead and persons who do not live mixed together, and in that case the cremation association is smaller than the *banjar* association. This is, for example, the case in the *banjar* of Pande. In the *banjar* of Kĕstala there is, besides the *banjar* association (which is also a *sĕkaha patus* in the broader sense), the *sĕkaha bĕdigul*, the cremation association, which supplements the

2: Covarrubias R-5 (1930-1933) 1938
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845 metjaru, the great ceremony of purification. (See "Nyepi," page
783 277).

It is at this point that serious trouble starts for the unfortunate father of the twins; he must pay all expenses for the costly purification offerings and ceremonies by selling his property if he has no ready cash. If the amount obtained is not enough, the townspeople have to raise the rest, but should the man be totally destitute, the village advances the money. In old times the man became a slave of the village until he could buy his freedom with labour, but today in many places he is allowed to beg from house to house, authorized by a special permit from the village heads. Since the purpose of his begging is for the good of the community, no one may refuse him, no matter how small the contribution.

845 This strange calamity is only for the common people. Among
564 the nobility the birth of such twins is generally a happy omen and people of high caste claim that should the boy and girl twins marry each other, the union would bring prosperity and happiness to the country and they would become rulers. A nobleman explained to me that when a couple of his class has led a model life of faithfulness unto death, they will reincarnate as twins "again married in the mother's womb," returning to their old home. Despite this idea, however, the marriage of twins has seldom happened and my Balinese friends knew of only one case where a noble boy married his twin sister.

845 A logical explanation of these curiously contradictory customs
835 has been given by Jane Belo in her thorough "Study of Customs
564 Pertaining to Twins in Bali" (see Bibliography); on the native side, as originated by the dread of brother and sister incest so widespread among primitive peoples, a breach of marital taboos and consequently a crime. The native idea came in conflict with the general policy of establishing the superiority of the ruling class, who tried to liberate themselves from the curse by legalizing the birth of such twins and declaring that such was the desirable way for Radjas to have children; consequently for the common

7: Belo E-5 (1931-1935) 1936 OF7 Bali OF7

602 428 It came about in this way: the Tjokordā, prince of the district, was waging war on the region to the south of Sajan. He was victorious, and the inhabitants fled, leaving the country deserted. Krèbèk, the fourth son of Géwar, was sent away by the Tjokordā to Bandjar Toenon, in the conquered district, as a settler. He was given a grant of land, and therefore did not succeed to any of his father's lands in Sajan.

608 591 428 The fifth son, Siboh, who might have been expected to inherit the paternal house, was married as a sentanā, and moved away to the house of his father-in-law in Bandjar Mas, thereby forfeiting his claim. And so it was that the third son, Klepoeg, was the only one left to inherit the house of Géwar. His two elder brothers already had houses of their own, and his two younger brothers had departed from the bandjar before their father's death.

595 769 591 590 428 Now Klepoeg had the house, and he took two wives, but he had no children. This was an important matter not only to him, but to the entire family. For although each pekarangan must contain its individual household temple, the sanggah of the paternal house is larger, and all the children and grandchildren feel a responsibility for keeping up this parent-temple, whence their own house-temples spring. Surely the spirit of the forefathers is more powerful there! And so an heir must be found for Klepoeg, who has inherited the house of Géwar and become guardian of his sanggah. The eldest brother, Bedil, who has already three daughters, hands over to Klepoeg his first-born son, at the age of three months. This child, who is Gari, still lives in the house of Géwar. He has inherited his grandfather's house, not as the child of the eldest son, but as the adopted child of the youngest son who remained at home.

The house in which Bedil lived has passed on to his younger son Darià, who lives there now with his wife and four children (House 3).

421 428 426 It is difficult to trace the inheritance of property other than the dwelling house. For the ricefields are loaned, mortgaged, paid for in labor, or held by a system of tenantry with a sharing of the crops, all arrangements made between individuals, rarely with a written agreement. Within the family land is loosely held, and a man will speak of as his all property belonging to himself and his brothers, even of his cousins. Princes claim as theirs land which may have been given as a grant by their father or grandfather in return for services already rendered, or else let out on a crop-sharing basis, or even land originally owned by the commoner, but which the prince has planted with lines of his own coconut trees between the fields. The Balinese have an extraordinary memory for their relative indebtedness to every individual of their acquaintance, and the balance of favors given and

7: Belo E-5 (1931-1935) 1936 OF7 Bali OF7

received swings back and forth through the generations. But all the same, when quarrels arise, the present government has difficulty in settling the ownership of property to which one man may hold the deed,[4] whereas another has been farming it and paying the taxes on it for ten or fifteen years.

In the case of Rendah and his two surviving brothers, the ricefields of their father are supposed to have been divided between them. Rendah, as the eldest, claims to have got a larger share than Mertă and Dog. Now Mertă maintains a separate household, whereas Dog lives in the house of Rendah, and has no child (except the daughter of Rendah whom he has adopted). Rendah says that two-thirds of the land belongs to him, but that as the land is all lumped together, and worked chiefly by Mertă and Dog, they divide the crops between the two households, that of Mertă and that of Rendah, which includes Dog. Rendah's household consists of six adults and five children, Mertă's of two adults and seven children. "If he has not got enough rice, I give it to him, whereas if I am lacking, he gives to me," says Rendah. Hence we assume that the division of the crop is done on a friendly basis according to necessity, and if Rendah's household should diminish through the death of the old mother and sister, or the marriage of his daughters, and Mertă's increase with the birth of more children, the ratio could be proportionately altered. But it is hard to tell, when Rendah says he owns two-thirds of the land, whether this is really all his, or whether he is counting with his own Dog's share, since Dog is in the position of a dependent in his household. In this case it is of no particular importance, as Dog has no son to inherit from him.

It will be noted that of the eleven marriages recorded in Rendah's generation, only two were polygynous. Njadet married Dartă, and having no children by her, took his paternal parallel second cousin Njambléh, who gave him one daughter. When she grew up, a sentană marriage was arranged with her cousin Keroenă, who is related to her both on her mother's and on her father's side (fig. 1, II). In the son of this marriage, Njadet has at last got his heir to carry on the line. The other marriage of two wives was when Soewakă, who, as sentană husband to Metoe, had only a daughter, wedded his second cousin Méweh as a second wife, and by her got four sons.

In the preceding generation Klepoeg and Krèbèk had each two wives.

[4] The deed, called pipil, is in writing, engraved upon a leaf of the tal palm. It is tucked away in a safe place, and forgotten. In the case of land which I rented, the search for the pipil lasted six weeks. It was finally discovered in a roof-bamboo of the house of the paternal second-cousin of the "owner."

12: Haar S-4 (1939) 1948. OBI Indonesia DBI
Atjehnese OD4 Batak OD5
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Minangkabau OD10

I 426 432 place after the last harvest and before the next planting. Any planting belongs to the person who put it in the ground. Even if redemption is managed before the harvest is in, the original owner of the land must permit the planter to have his harvest.

The explicit agreement of the pledge transaction, however, may stipulate the number of seasons the lender may have undisturbed use of the land.

[685] e. *Upkeep of pledged land.*—Pledged land must be returned to its native possessor in as good a state as that in which it was received. Damage resulting from bad faith must be compensated for. But there is no compensation for improvements or any increment in the value of the land. If the pledgee has planted perennial plants without the permission of the owner, unless he removes them again, they pass in native possession to the pledgor when the land is redeemed. In some places, however, as among the Bataks, when the pledgor tacitly permits the planting of trees on pledged land, he forfeits his right ever to redeem the land he has pledged.

f. *Lump repayment.*—Money borrowed on land must be repaid in a lump sum. If instalments are paid, they are no more than an entrusting of the sums to the pledgee in advance of final redemption.

In various law-areas there is a form of transaction which is a modified form of pledging (ngajual tutung in West Java; dondon susut among the Mandailing). In essence it is the prepaid rental of land. But the natives call it pledging, with the agreement that the loan shall be gradually worked off by turning over a part of the produce of the land. Then when the money advanced has been paid off, the field reverts to its owner.

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g. *Local variations.*—The pledging of land is of common occurrence in all law-areas of Indonesia. In each area it has its peculiar shadings in harmony with the local color given by the special legal system of the area.

To give some examples: in Atjeh the offer and acceptance formula (ijaab kabul) is borrowed from Islam. Among the Bataks the transaction must take place over hot rice and with designation of the boundaries of the land in question (as is true of all their important agreements). In Minangkabau pledging of family land is permitted only to meet a family need for money for fulfilment of adat requirements (marriage of a daughter, funerals, elevation of a member to chiefship, repair of the adat house, etc.). In some of these situations the family headman has the power to pledge the land; in others a unanimous declaration of a family conclave is

12: Haar S-4 (1939) 1948 OBI Indonesia OBI
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called for. Among these people the pledgee has to give the landowner an annual present of rice in continuing acknowledgment of the owner's right of redemption (pitungguh gadai). The Toba-Bataks accomplish the same function by having the owner preside at the annual garden sacrifices. In Bali it may be stipulated that if the field goes sterile, the loan advanced on the land must be paid back. In Java the community right of disposal limits the power of the individual to pledge the land, and this is true in other places. In Bantam the possibility of increasing the loan up to the sale value of the land is known as "ndalami gadé." The practice is recognized everywhere else, but under different names. In some places there is a repeated imitation of the initial land transaction before the village chief, in order to keep public recognition of the pledge relation alive. In Minangkabau this is called "pitungguh gadai."

2. THE SALE OF LAND

As has already been noted, the payment of the purchase price in the presence of the chief effects an immediate transfer of native possession.

a. *Rights of a bona fide purchaser.*—Sales by persons who do not have a true title to the land occur again and again. The common situation is where the seller is merely a co-owner, or perhaps, an agent without proper authority. The transfer may well be approved and aided by the village chief under the impression that the seller is the rightful proprietor. In that event, if the buyer was acting in good faith, his purchase is good, and the law entitles him to the land in preference to the defrauded owner. The Dutch courts in a recent decision, which seems to be sound and fortunate, extended the principle to apply to the rights of a pledgee for the term fixed in a pledge transaction. The true native possessor of the land fraudulently sold is then in the position of having to buy back the land himself, or else he must give it up. His subsequent recourse is to attempt recovery of the sum in question from the fraudulent seller.[2]

b. *Public sale.*—The public sale of land in execution of a judicial decision is in violation of the principles of native law. There are no provisions for it in the adat. This raises a crucial question as to what is just, if a cultivated field is sold at a public sale for account of a false owner. No precautions have been taken in the Dutch law to see to it that the public sale is recognized in the native village legal

[2] Landraad Tasikmalaja of Nov. 18, 1935, *aff'd* Raad Batavia of July 24, 1936, 148 Tijdschrift 378.

12: Haar S-4 (1939) 1948 OB1 Indonesia OB1
Javanese OE5
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and draught cattle, the exact share due the landlord, etc., go to make the arrangement more precise.[1]

2. *Extent of sharecropper relations.*—The notion that the individual, who tills another person's land, must turn over half the crop to the landlord is a general principle of adat law, which is not limited to formal land agreements. It also applies in the case of unauthorized occupation of land. It operates not only in the case of fields, which have to be planted, but it can also apply to the maintenance of perennial gardens. It has its parallel, as well, in fishing and cattle-breeding.

3. *Srama and plais.*—Two ancillary institutions are connected with sharecropping. The first, called "srama" or "mesi," occurs especially in Central Java. It is the payment of a small sum of money at the beginning of the agreement. It has the significance of a gift that goes along with a request for favor.[2] Or it may be looked upon as a token of an acknowledgment that the giver is on the recipient's land.[3]

The second institution grows out of a tie-up between the loan of money and sharecropping. The landlord borrows money without interest. The lender becomes his sharecropper. His right to sharecrop the debtor's field lasts until the debt is paid.[4] Or better yet, if at any time, he should be barred from planting, the debt is immediately collectible, or "plais" (on Bali). It is sometimes agreed that the share retained by the land-working creditor reduces the debt by a fixed amount each season. Otherwise, the debt stands until paid off in a lump sum.

4. *Breach of contract.*—If a landlord bars a sharecropper from the land, the cropper may have a claim for damages. But he cannot, like the person who obtained his rights by "jual," demand the land itself.

B. SEWA

This is a strange anomaly in most law-areas: the plan of land lease with deferred rent. The word "sewa" carries a connotation of a deal with outsiders.[5]

[1] Various native terms for the sharecropping agreement are: "memperduai" (Minangkabau); "tojo" (Minahasa); "tésang" (South Celebes); "maro," fifty-fifty, or "mertelu," one to two (Central Java); "nengah," fifty-fifty, and "jejuron," one-to-two (Preanger).

[2] It is the request that is the actual "srama."

[3] This is the "mesi."

[4] This practice is called "balango" in South Celebes.

[5] In South Sumatra it appears as "sewa-bumi," the compensation paid by aliens for use of a part of the area of disposal. Its equivalent in Borneo, "chukai,"

12: Haar S-4 (1939) 1948 OB1 Indonesia OB1
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social life of the people. To wit: the man, who pledges his arable field in order to get money, has his labor power, but no land; now he is enabled to apply that power and make it productive on the land, which has temporarily passed into the control of the pledgee.

So also, in the pledging of residential compounds, the need for living-quarters, which has been created in the giving up of the compound by the pledgor, is balanced by leasing it back to him.

Alongside of all this is the social and sentimental function of enabling the owner, who is attached to his land, to continue working or living on his beloved soil. And this is perhaps of even greater importance.

The legal consequences of the combined sharecropping and "sewa" relation are clear, according to adat principles. The relation may be terminated on short notice. A right to damages may be present, in the case of breach of the agreement by any of the parties; but there can be no claim as against the land. The pledge relation can be terminated only in the way described in Chapter III, page 111.

Superficially, there is a resemblance between a money transaction in which land is pledged as security and combined land-pledging and sharecropping or pledging of compounds and lease. But according to adat law these are two entirely different legal institutions.

D. THE PLEDGING OF LAND AS SECURITY

The pledging of land as security is a secondary agreement to the main one of money loan. It seems to have something of a preparatory nature in it. That is, it makes way for the transfer of land by assigning an arable field with which the debt will be extinguished and the contract concluded, if need be; it thereby substitutes the land transaction for the money debt (page 107).

In some law-areas (Bali and the Batak lands), the pledged field passes to the lender of the money, or has to be turned over to him in pledge as soon as the interest due has reached a certain sum. Also, in Java, pledging as a legal transaction often follows the giving of security.

The nature of the security pledge may be said to be, "So long as this debt stands, I bind myself not to execute any transaction with the assigned arable field, except on behalf of my creditor." [6]

[6] Special native names for this transaction exist everywhere. Some of them are: "tahan" (Batak), "barbaring" (Ngaju Dyak), "makantah" (Bali), "tanggungan" and "jonggolan" (Java). Also, the terms "borreh," "borg," and "borrot," corrupted from the Dutch "borgen," to borrow, are widespread.

12: Haar S-4 (1939) 1948 OB1 Indonesia OB1
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1. *Giving of security by private agreement.*—In Java, at any rate, this transaction is frequently accomplished without knowledge of the village chief, or any other chief. In this event, it cannot in any wise be effective against third parties. The most important consequence of this is that any *jual* transactions executed with secretly pledged land are legally valid, even though the debt has not been paid off. The second result is that a pledged arable field may be put up for other debts, too, and the first creditor has no priority over others.

This does not rob the security transaction of all value, as is sometimes claimed. Fortunately, the fulfilment of the obligations entailed in security transactions depends on other motives than the urge to get out of a legal action without loss. The losses to be encountered in social conflict would be as great as the gain in defaulting. Reliance must rest on this, because there can be no formulation of *a rule of law* for protection against third parties on behalf of a secret lender on security.

2. *Officially witnessed security transactions.*—If the agreement is closed with the knowledge of the village chief,[7] then the native possessor cannot alienate the land, or make a secondary pledge with it, unless he turns the produce of the land over to the first creditor. If the debtor neglects to inform the creditor of any further transactions with the pledged field, it is up to the chief to do so. If he fails to do so, the matter is bungled, and the creditor has a claim for protection at law. In such cases the social factors are naturally even stronger than in the non-publicly attested transactions. In the "tahan" contract of the Bataks and the Balinese "makantah," if any profit accrues from the land, the priority of the creditor covered by the land designated as security is recognized.

In Java, unlike Bali, the village chief is not always pulled into the drawing up and witnessing of a security contract. But how does it work in those cases where he is? There are decisions and authors whose opinions are that there is no priority vested in the creditor in such cases, for the reason that registration of the agreement with the village chief has not become an established institution of legal force in Java. However, there are contrary decisions and authors who hold that notification of the village chief and registration of the agreement by him entails a preference for the creditor, which can be sustained at law, if the registration was voluntarily undertaken by both parties. A legislative proposal to this effect

[7] This is always the case among the Bataks and in Bali.

has been recently in preparation, but nothing has come of it as yet.

12: Haar S-4 (1939) 1948 OBI Indonesia OBI
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has been recently in preparation, but nothing has come of it as yet. It may be noted in this respect that the statutory possibility of credit unions, a regulation of mortgages running along Western lines, is of importance only for debts of the National Credit Bank and a few other institutions (*Cf.* Staatsblad, 1908, No. 542).

3. *Adat distinctions between sharecropping based on land-pledging and loans on land security.*—Externally, it looks very much the same, if a person pawns his land and is then permitted to keep on working it as a sharecropper or lessee, and if a person puts up his land as security on an interest-bearing loan, in which case, he naturally retains the use of his field. The social effect of the two practices turns out to be pretty much the same thing. But the single fact that pawn involves a "jual" transaction, and a loan or security does not, produces a number of important legal differences in the adat.

a. Land-pledging always requires the cooperation of a chief; loan on security may or may not.

b. Demand repayment of money given on pledged land is never permitted; a loan secured by land is subject to demand.

c. A pledgee may arrange a re-pledging of the land he has received; a holder of land received in security can do nothing with the land.

d. The pledgee, in the event of breach, when a time-limit for redemption has been fixed in a pledging agreement of the land, can acquire native possession of the land; the creditor in a simple loan on security can demand the money only.

e. In case of default of rent or the pledgee's share of the crop due him from the pledgor, the pledgee can eject the pledgor from his sharecropper's or lessee's rights; in case of default of interest on a loan secured by land, the creditor can ordinarily demand only the return of the principal.

f. If the land is destroyed by flood, or other natural catastrophe, the holder of land in pledge finds his claim on the debt owed him by the borrower is extinguished; but in a straight loan involving land as security, the creditor's claim continues unimpaired. In Bali, in fact, it is expressly stipulated that the pledge is collectible immediately upon destruction of the fields. This appears to imply that when there is no such stipulation, the contrary is the case.

It is to be understood, of course, that these points of difference come into play only after it has been determined which type of transaction is being dealt with.

publicly and the money divided, which is a destructive rather than a constructive intervention (p. 204).

6. *Debts.*—Finally, the obligations, which exist and arise at the death of the testator are also parts of the estate, even if negative ones.

The surpluses which are available in the estate of the deceased must be first used for the care of the corpse and burial. An heir who sells a positive part of the estate on his own responsibility for that purpose is acting lawfully. The costs of burial are given preference. This rule is valid in all places. Then the costs of feasts for the dead, sacred feasts, cremations or whatever ceremony it is customary to offer for the deceased are met from the estate. However, the expenses for these feasts do not precede the payment of the testator's debts; these expenses are thus not preferential debts of the estate but can be taken care of from the balance of the estate: surplus minus debts, *before* the division of the estate. Sacred feasts are also sometimes paid for by the heirs, with or without later settling with the estate. In Celebes it is said that whoever pays part of the burial costs and the feast for the dead becomes, in this way, a co-heir.

A decision must be made on the question as to whether the debts of the testator are inherited by the heirs. In the first place, in more than one law-area, the rule which is the point of departure in this question is, without restriction, that the heirs are responsible for the debts of the testator (Toba-Batak, Dyak, Bali). However, this is somewhat ameliorated by the obligation of the creditors (on penalty of losing their rights) to claim the debt from the heirs within forty days after the death, or to announce it before the sacred feast (the nyekoh in Bali) for the deceased has been held. There is also the situation that when there is special reason for clemency toward the heirs the full sum is not to be demanded. It is not reported how the relationship between the heirs is to be settled in case of disagreement in this matter.

Another principle—narrower than that just mentioned, but apparently more general—is that only the undivided estate of the testator is to be applied to the payment of debts made by him. This view has given occasion to the formulation of a maxim in adat law that only the balance of the estate is heritable. The point of time in this case is not the date of death of the testator but that of the division of the estate. The division (thus succession) does not occur before all the debts are paid. This order of events may